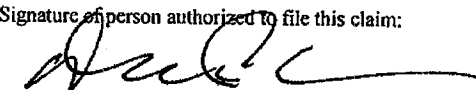
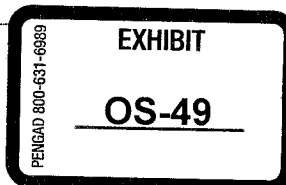


# EXHIBIT 19

UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: W.R. Grace & Co. - Conn.		Case Number: 01-01179
Name of Creditor (the person or entity to whom the debtor owes money or property): <b>OneBeacon America Insurance Company</b>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends, replaces, and supersedes a previously filed claim identified as:  <b>Proof of Claim No. 15593</b> (filed on February 14, 2005)
Name and address where notices should be sent: <b>David P. Primack</b> <b>Drinker Biddle &amp; Reath LLP</b> <b>1100 N. Market Street, Suite 1000</b> <b>Wilmington, DE 19801-1254</b>  Telephone Number: 302-467-4221		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if anyone else has filed a claim relating to your claim (see attachment).  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim: \$ <u>63,839.13</u> plus additional unliquidated amounts		<b>5. Priority Claim:</b> Specify the priority of this claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1). <input type="checkbox"/> Wages, salaries, commissions under 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan under 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Deposits of individuals toward purchase, lease, or rental, etc. under 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Priority taxes or penalties under 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other: 11 U.S.C. § 507(a)( <u>  </u> ). Amount Entitled to Priority: N/A
2. Basis for Claim: Contractual Indemnity; see Attachment.		
3. Name by which creditor identifies debtor: W.R. Grace		
4. Secured Claim: Check box if this claim is secured by a lien on property or a right of setoff: Nature of property or right of setoff: <input type="checkbox"/> Real Estate; <input type="checkbox"/> Other: _____ Value of Property: \$ _____; Annual Interest Rate: _____ % Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____; Basis for perfection: _____ Amount of Secured Claim: N/A		
6. Credits: All payments on this claim have been credited for the purpose of making this proof of claim.		
7. Documents: See Attachment. Additional documentation will be provided upon reasonable request.		
Date: August <u>27</u> , 2009 Signature of person authorized to file this claim:  David P. Primack - Attorney for Claimant		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



REC'D AUG 25 2009

XXX-001843

**Attachment to Proof of Claim**

**Claimant: OneBeacon America Insurance Company**

as successor in interest to (i) Commercial Union Insurance Company, as successor in interest to Employers' Commercial Union Insurance Company of America and Employers' Commercial Union Insurance Company, and (ii) American Employers' Insurance Company; and others identified in the Agreements identified below.

**Basis for Claim:**

Contractual Indemnity under one or more of the following (or other) Agreements, copies of which will be provided upon reasonable request, subject to the execution of an appropriate Confidentiality Agreement:

- (a) Settlement Agreement and Release, dated October 7, 1998, between W. R. Grace & Co, a Delaware Corporation, *et al.*, and Commercial Union Insurance Company, *et al.* (see Section VI, "Indemnification, Hold Harmless and Defense").
- (b) Settlement Agreement and Release, dated December 17, 1996, between W. R. Grace & Co. – Conn., *et al.*, and Commercial Union Insurance Company, *et al.* (see Section VI, "Indemnification, Hold Harmless and Defense").
- (c) Settlement Agreement, dated May 10, 1993, between W. R. Grace & Co. – Conn., *et al.*, and Commercial Union Insurance Company, *et al.* (see Section V, "Indemnification").

**Liquidated Portion of Claim:**

This claim is partly liquidated in that Claimant has incurred attorneys' fees through May 31, 2009, as follows in connection with insurance coverage claims asserted against Claimant for which the Debtor is obligated to indemnify Claimant under the Agreements identified above:

\$30,466.52 incurred for legal services rendered in connection with insurance coverage claims asserted against Claimant by The Scotts Company in Adversary Proceeding No. 04-55083 and otherwise (including but not limited to (1) analyzing the complaint in the Scotts adversary action and the claims asserted therein; (2) developing case strategy and positions on various litigation issues, such as the stay in the adversary action; (3) communications with opposing counsel and co-counsel regarding litigation issues, such as the proposed stay of the adversary action; (4) preparing claim reports for client; (5) analyzing and responding to Scotts' motion for relief from preliminary injunction; (6) researching and drafting legal memoranda on relevant issues, such as vendor endorsements and the vendor theory of coverage).

\$33,372.61 incurred for legal services rendered in connection with insurance coverage claims asserted against Claimant by Kanab Pipe Line Operating Partnership, L.P. and Support Terminal Services, Inc. (including but not limited to (1) analyzing Kanab's asserted claims; (2) developing case strategy and litigation positions on various Kanab-related issues, such as Kanab's lift-stay motion and NuStar environmental claims; (3) communications with opposing counsel and other claimants' counsel regarding various issues, such as NuStar discovery; (4) preparing memoranda on relevant issues, such as coverage exposure in connection with NuStar; (5) conducting factual background research into Kanab Pipeline Partners and Support Terminal Services; and (6) analyzing and responding to Kanab's motion for relief from stay).